
EXHIBIT F21

AMENDMENT TO LICENSE AGREEMENT, DATED MAY 6, 2002,
BY AND BETWEEN NATIONAL RAILROAD PASSENGER
CORPORATION AND EAST WHITELAND TOWNSHIP
MUNICIPAL AUTHORITY

**NATIONAL RAILROAD PASSENGER CORPORATION
AMENDMENT TO LICENSE AGREEMENT
RENT ACCOUNT NUMBER 37-05-558**

THIS AMENDMENT made this 6th day of May, 2002 by and between **NATIONAL RAILROAD PASSENGER CORPORATION**, a District of Columbia corporation with principal offices at 60 Massachusetts Avenue, N. E., Washington, D. C. 20002, and **EAST WHITELAND TOWNSHIP MUNICIPAL AUTHORITY**, a public authority with principal offices at 209 Conestoga Road, Frazer, PA 19355;

WHEREAS, the National Railroad Passenger Corporation (Licensor) and the East Whiteland Township Municipal Authority (Licensee), entered into a License Agreement dated the 18th day of November 1993 (the "License Agreement"), to construct, operate and maintain the installation of an 8" diameter ductile iron sewer pipe within a 24" steel casing pipe for a distance of approximately 250 feet under and across Licensee's railroad right-of-way (hereinafter referred to as the "Facility"); and

WHEREAS, in accordance with the terms and conditions of the License Agreement, the Licensee has notified Licensor of its desire to revise the above mentioned Facility and License Agreement; and

WHEREAS, Licensor agrees and grants permission to the Licensee to revise the above-mentioned Facility and License Agreement.

NOW, THEREFORE, WITNESSETH, that the License Agreement shall hereby be amended as follows:

1. Under Section A of the License Agreement, Description of Facility: Amend the existing description to include the additional installation of an 18" diameter steel casing pipe with an 8" diameter iron ductile carrier pipe beginning at its connection to the existing Facility at V.S. 1251+40 and continuing East within Licensor's right-of-way approximately 550 linear feet to a point exiting Licensor's right-of-way; and installation of an 18" diameter steel casing pipe with an 8" diameter iron ductile carrier pipe under and across the Licensor's right-of-way at approximately V.S. 1231+81 (hereinafter the "Additional Facilities").

2. Under Section C of the License Agreement, Location:

(1) Milepost: 23.61±, 23.61± to 23.51±, and 23.24±

All as delineated on and in strict accordance with drawing No. S-14 dated April 30, 1990, revised May 6, 1993, and marked Exhibit "A" to the License Agreement, and as delineated and in strict accordance with plans prepared by Kohli and Associates titled "EAST WHITELAND TOWNSHIP - CHESTER COUNTY - PA, PROPOSED SANITARY SEWER SYSTEM", dated 11-15-01, Job No. 2000-0233, consisting of 5 sheets, and marked "Exhibit B", attached hereto.

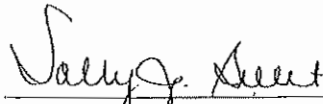
3. Installation of the Additional Facilities shall be under and subject to all of the terms of the License Agreement.

4. Under Section 2 of the License Agreement, the additional lump sum rent, with respect to the Additional Facilities, over the remainder of the current 25-year term, which expires October 31, 2018, shall be Sixteen Thousand Three Hundred and Fifteen Dollars (\$16,315.00). The fee for preparation of this amendment and other incidental expenses shall be \$250.00.
5. Except as expressly amended hereby, all other terms and conditions of the License Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officers, hereunder duly authorized, day and year first above written.

WITNESS:

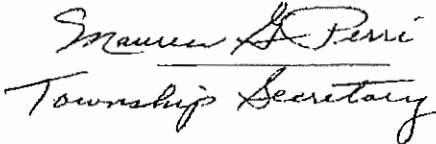
NATIONAL RAILROAD PASSENGER CORPORATION



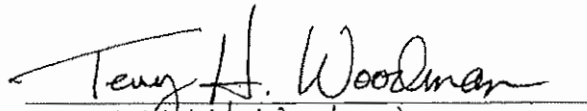
By: Sally J. Bellet
Title: Senior Vice President
Real Estate Development

WITNESS:

**EAST WHITELAND TOWNSHIP MUNICIPAL
AUTHORITY**



Township Secretary



By: Terry H. Woodman
Title: Manager